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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 MISSION CAPITAL WORKS, INC.,

11 Plaintiff,

12 v.

13 SC RESTAURANTS, INC., et al.,

14 Defendants.

CASE NO. C07-1807JLR

ORDER DENYING WITHOUT
PREJUDICE PLAINTIFF'S
MOTION FOR RENEWAL OF
JUDGMENT

15 Before the court is Plaintiff Mission Capital Works, Inc.'s ("Mission Capital")
16 motion for renewal of judgment. (Mot. (Dkt. # 147).) Mission Capital seeks 10
17 additional years in which to execute a judgment the court previously entered against
18 Defendants SC Restaurants, Richard Sang, Richie Sang, and Brookes Sang
19 ("Defendants"). (*See* 3/9/09 Order (Dkt. # 141) (awarding Mission Capital default
20 judgment against Defendants in the amount of \$1,578,814.26).)

21 In reviewing Mission Capital's motion and supporting materials, the court
22 identified multiple errors. First, Mission Capital states in its motion that the balance on

1 the judgment is now \$1,678,776.62, which includes the original judgment of
2 \$1,578,814.26, post-judgment interest of \$109,962.36, and a \$10,000.00 payment by
3 Defendants. (Mot. at 2.) However, the amount of post-judgment interest listed by
4 Mission Capital in its supporting materials does not equal \$109,962.36. Rather,
5 according to Mission Capital's figures, Defendants should owe post-judgment interest in
6 the amount of \$110,006.45.¹ Moreover, Mission Capital asserts that, for two consecutive
7 years, the post-judgment interest was identical. (*See* Davis Decl. (Dkt. # 147-1) ¶¶ 8d-8e
8 (claiming yearly interest of \$10,887.58 for 2011-12 and 2012-13).) This appears to be an
9 error considering that the interest was compounded annually, the interest rate of 0.68%
10 did not change, and no payments were made in this time period. (*See id.*; *see also* Mot. at
11 1-2 (citing 28 U.S.C. § 1961(a)-(b) (explaining how to calculate the interest rate and that
12 the interest "shall be compounded annually").) The court attempted to reconcile Mission
13 Capital's figures from its supporting materials (*see generally* Davis Decl.) with the
14 ultimate relief Mission Capital requests in its motion (*see* Mot. at 2), but was
15 unsuccessful.

16 These errors undermine the court's confidence in the accuracy of Mission
17 Capital's submissions. Thus, the court directs Mission Capital to correct the errors or
18 provide a detailed explanation as to why the identified deficiencies are not, in fact, errors.

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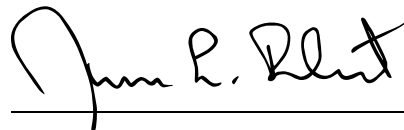
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21 ¹ \$4,853.23 + \$5,863.53 + \$10,740.81 + \$10,887.58 + \$10,887.58 + \$10,961.61 +
22 \$11,036.16 + \$11,141.65 + \$11,186.97 + \$11,263.04 + 11,184.29 = \$110,006.45. (Davis Decl.
(Dkt. # 147-1) ¶¶ 8a-8k.)

1 The court also directs Mission Capital to scrupulously review its entire submission for
2 accuracy prior to refiling an amended motion for renewal of judgment.

3 Based on the foregoing analysis, the court DENIES Mission Capital's motion for
4 renewal of judgment (Dkt. # 147) without prejudice to refiling with the corrections
5 discussed herein, as well as any other corrections that are necessary. The court ORDERS
6 Mission Capital to refile an amended motion for renewal of judgment within 14 days of
7 the date of this order.

8 Dated this 11th day of March, 2019.

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11 JAMES L. ROBART
12 United States District Judge
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